

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Good Eats Franchising, Inc.		01/31/2006	CORPORATION: TEXAS

## RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1906079	GOOD EATS
Registration Number:	1906078	GOOD EATS
Registration Number:	1618084	GOOD EATS CAFE
Registration Number:	1618085	GOOD EATS CAFE
Registration Number:	1941645	GOOD EATS GRILL
Registration Number:	1998591	GOOD EATS GRILL
Registration Number:	2099064	SALADO RED

## CORRESPONDENCE DATA

Fax Number: (415)268-7522

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 415 268 6538

Email: rlal@mofo.com

Correspondent Name: Jennifer Lee Taylor

Address Line 1: Morrison &amp; Foerster LLP, 425 Market St.

Address Line 4: San Francisco, CALIFORNIA 94105-2482

CH \$190.00 1906079

900041363

TRADEMARK  
REEL: 003240 FRAME: 0319

ATTORNEY DOCKET NUMBER:	51270-114
NAME OF SUBMITTER:	Jennifer Lee Taylor
Signature:	/Jennifer Lee Taylor/
Date:	02/03/2006
<p>Total Attachments: 5</p> <p>source=TM Sec Agmt - Good Eats#page1.tif</p> <p>source=TM Sec Agmt - Good Eats#page2.tif</p> <p>source=TM Sec Agmt - Good Eats#page3.tif</p> <p>source=TM Sec Agmt - Good Eats#page4.tif</p> <p>source=TM Sec Agmt - Good Eats#page5.tif</p>	

## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 31st day of January, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, INC.**, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated January 31, 2006 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among **CONSOLIDATED RESTAURANT COMPANIES, INC.**, a Delaware corporation ("Parent"), and each of Parent's Subsidiaries signatory thereto (such Subsidiaries and any other Person at any time party thereto as a Borrower, are referred to hereinafter each individually as a "Borrower" and collectively, as "Borrowers"), the lenders from time to time party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated January 31, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

all reissues, continuations, extensions, modifications and renewals of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**GOOD EATS FRANCHISING, INC.,**  
a Texas corporation

By: M. Lane  
Name: \_\_\_\_\_  
Title: VP

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation,  
as Agent

By:   
Name: Katy J. Brooks  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Good Eats Franchising, Inc.	USA	Good Eats	1,906,079	07/18/95
Good Eats Franchising, Inc.	USA	Good Eats (Design)	1,906,078	07/18/95
Good Eats Franchising, Inc.	USA	Good Eats Café	1,618,084	10/16/90
Good Eats Franchising, Inc.	USA	Good Eats Café (Design)	1,618,085	10/16/90
Good Eats Franchising, Inc.	USA	Good Eats Grill	1,941,645	12/12/95
Good Eats Franchising, Inc.	USA	Good Eats Grill (Design)	1,998,591	09/03/96
Good Eats Franchising, Inc.	USA	Salado Red	2,099,064	09/23/97

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses